

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CILENTI & COOPER, PLLC	
DOCUMENT	FILED
ELECTRONICALLY	ED
DOC #:	
DATE FILED:	6/6/13

CELIO NEPTALI LLIGUICHUZHCA,
on behalf of himself and others similarly situated,

Case No. 11 Civ. 4486
(GWG)

Plaintiff,

-against-

CIMEMA 60, LLC, dba CINEMA CAFE,
CINEMA CAFE ON 45TH STREET,
ANASTASIOS MANIKES, and STEVEN GALANIS,

**FULL RELEASE
OF ALL CLAIMS**

Defendants.

IT IS HEREBY STIPULATED AND AGREED, in consideration of the mutual covenants and promises set forth at the settlement conference on April 26, 2013, before Judge Gabriel Gorenstein, as well as the good and valuable consideration provided for herein, that the parties hereto agree to a full and complete settlement of this litigation upon the following terms and conditions:

1. The above-captioned matter is settled for the total sum of Sixty Thousand dollars (\$60,000.00), payable by Certified Funds, to "CILENTI & COOPER, PLLC, AS ATTORNEYS", receipt of which his acknowledged and will be held in escrow by Cilenti & Cooper, PLLC, pending dismissal of the action with prejudice.

2. **Other Payments.** No other payments are owed. The payments made herein include all attorneys fees, back pay, overtime pay, liquidated damages, punitive damages, or other damages, which could be claimed by the plaintiff or plaintiff's attorneys.

3. **General Release of All Claims.** Plaintiffs knowingly and voluntarily release and forever discharge Defendants, their employees, owners, manager,

stockholders, agents, attorneys, heirs and assigns, and from any and all claims, known and unknown, which they have or may have as of the date of execution of this Agreement against Defendants, including but not limited to any alleged violation of the Federal Fair Labor Standard Act and /or New York Labor Law and any and all claims for wages, penalties, interest, costs, fees or other expenses, including attorneys' fees incurred or claimed in relation to the underlying litigation, this Agreement or any other matters.

4. Withdrawal of Existing Complaint. Plaintiffs agree to withdraw and dismiss, with prejudice, the above-entitled action and to fully execute any and all documents required by the United States District Court, for the Southern District of New York to effectuate this withdrawal including a Stipulation of Dismissal.

5. Taxes. Plaintiff understands and agrees that he is receiving gross sums and Defendants are not withholding federal, state or local income taxes, FICA, Social Security, Medicare, or any other withholding, and therefore agree to pay all taxes which may be due in the event a governmental taxing authority determines that any such taxes are due. Plaintiff further agrees to indemnify and hold Defendants harmless from all liabilities for failing to withhold the foregoing tax items from the payments to him and to pay Defendants' costs and expenses, including, without limitation, attorneys' fees, incurred if such a claim is made.

6. Attorneys' Fees. In the event it becomes necessary for either party to bring an action to enforce any terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to recover its costs and expenses from the other party, including, without limitation, reasonable attorneys' fees.

7. This Agreement sets forth the entire agreement between the parties, and supersedes any prior contracts, agreements, or understandings between the parties, and cannot be modified, altered, or changed except upon express, written consent of all parties, which includes specific reference to this Agreement.

Dated: New York, New York
May 15, 2013

CILENTI & COOPER, PLLC

By: 

Peter Cooper, Esq.
708 Third Avenue—6th Floor
New York, New York 10017
Telephone (212) 209-3933
Facsimile (212) 349-6999
Attorneys for Plaintiff

ARTHUR MORRISON

By: 

Arthur Morrison, Esq.
11 Skyline Drive
Hawthorne, New York 10532
Telephone (914) 592-8282
Facsimile (914) 592-3482
Attorneys for Defendants

So ordered: 

6/5/2013